

A. G. Contract No. KR930043TRN
ECS File: JPA 93-04
Project: G 1050 29C
Section: Pave Ash Creek Road

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
GRAHAM COUNTY, ARIZONA

THIS AGREEMENT is entered into 22 MARCH, 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and
GRAHAM COUNTY, acting by and through its BOARD OF SUPERVISORS
(the "County").

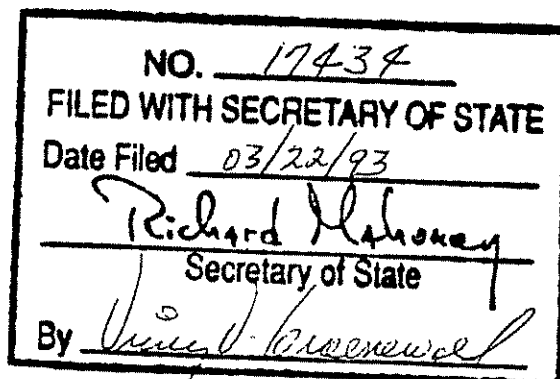
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Sections 11-251, 41-1513 and 28-1895 et seq to enter into this
agreement and has by resolution, a copy of which is attached
hereto and made a part hereof, resolved to enter into this
agreement and has authorized the undersigned to execute this
agreement on behalf of the County.

3. The County has requested Economic Strength Project
(ESP) funds in the amount of \$175,000.00; the Arizona
Department of Commerce and the Economic Development Commission
have recommended the approval of such funds for the County, and
the Transportation Board has approved the funding, for the
paving of approximately 3 miles of Ash Creek Road to provide
improved access to an expanding agricultural production
facility, and aid in the retention and development of local
business, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE

1. The County will:

a. Insure the additional commitment of eighty eight percent (88%) of the total estimated Project cost, or \$1,245,380.00, whichever is less, from the County or other sources (not including ESP funds) to the Project and related improvements. To meet the commitment, the County will contribute approximately \$1,195,380.00 in cash, approximately \$25,000.00 in services at actual cost, and obtain approximately \$25,000.00 from Bonita Nurseries, Inc. for the Project. Upon completion, accept the Project on behalf of the County and provide maintenance within the County right-of-way.

b. Invoice the State for ESP funds (Arizona Department of Transportation, ATTN: Director, Transportation Planning Division, 206 S. 17th Avenue, Room 300 B, Phoenix, AZ 85007), in the amount of \$175,000.00.

c. Provide the State a copy of the executed Project contract(s). Substantially draw down and expend the ESP funds within six (6) months after the effective date of this agreement. Provide the State written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended. Reimburse the State any funds received under this agreement which are wrongfully expended and subsequently disallowed by the State.

d. Provide the State (Arizona Department of Commerce, ATTN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report outlining the impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

Within thirty (30) days after receipt and approval of the invoice, advance the County ESP funds in the amount of \$175,000.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the County by reason of state law under which funds for the Project are authorized to be expended.

2. The County agrees to indemnify and save harmless the State, or any of it's departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

3. The total amount of ESP funds expended under this agreement shall not exceed twelve percent (12%) of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the State funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of construction, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E Mail Drop 616E
Phoenix, AZ 85007

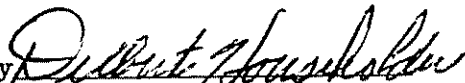
Graham County
County Manager
800 Main Street
Safford, AZ 85546

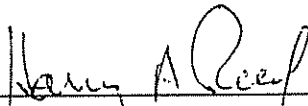
10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

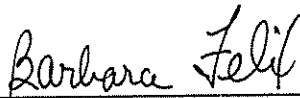
GRAHAM COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By 
DELBERT HOUSEHOLDER
Chairman, Board of
Supervisors

By 
HARRY A. REED
Director, Transportation
Planning Division

ATTEST:


By 
BARBARA FELIX
Clerk of the Board

JPA 93-04

RESOLUTION

BE IT RESOLVED on this 7th day of January 1993, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with Graham County for the purpose of defining responsibilities for the disbursement of Economic Strength Project funds for the construction and maintenance of improvements to Ash Creek Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.


for JAMES S. CREEDON
Acting Director

1203j/2

R E S O L U T I O N
1993-03

A RESOLUTION OF THE GRAHAM COUNTY BOARD OF SUPERVISORS RELATED TO THE ASH CREEK ROAD PAVING PROJECT AND ECONOMIC STRENGTH FUNDING.

WHEREAS, the Board of Supervisors desires to upgrade and pave a portion of Ash Creek Road as an infrastructure improvement supporting economic development, and

WHEREAS, the Arizona Department of Transportation and the Department of Commerce have approved a grant application for partial funding of this effort.

THEREFORE, BE IT RESOLVED that the Board of Supervisors, by this resolution, approves A.G. Contract No. KR930043TRN and authorizes the Chairman of the Board to execute necessary contract documents.

Passed and Adopted this first day of March, 1993.

GRAHAM COUNTY BOARD OF SUPERVISORS


Delbert Householder, Chairman

ATTEST:



Barbara Felix, Board Clerk

JPA 93-04

APPROVAL OF THE GRAHAM COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreements, between the STATE OF ARIZONA, acting through the DEPARTMENT OF TRANSPORTATION and GRAHAM COUNTY, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 24 day of Feb, 1993.



County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-0043-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 17th day of March, 1993.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section